

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	x	FILED ELECTRONICALLY
)	
CELTIC WOMAN LTD.,)	
)	
Plaintiff,)	
)	No. 08-CV-0066 (TPG)
- against -)	
)	
CELTIC THUNDER LTD.,)	
CELTIC MAN LTD., SHARON)	
BROWNE, WLIW LLC,)	
ALIGN ENTERTAINMENT LLC)	
and GUSTAVO SAGASTUME)	
)	
Defendants.)	
-----	x	
CELTIC THUNDER LTD., CELTIC MAN LTD. and)	
SHARON BROWNE,)	
)	
Counterclaim Plaintiffs,)	
)	
- against -)	
)	
CELTIC WOMAN LTD.,)	
)	
Counterclaim Defendant.)	
)	
-----	x	

**DEFENDANTS CELTIC THUNDER LTD.,
CELTIC MAN LTD. AND SHARON BROWNE'S
NOTICE OF ADDITIONAL AUTHORITIES**

Defendants Celtic Thunder Ltd., Celtic Man Ltd. and Sharon Browne
("Defendants") hereby give notice that, in addition to the authorities cited in their

memoranda of law in opposition to plaintiff's application for a preliminary injunction,

Defendants rely upon:

1. *Groden v. Random House*, 61 F.3d 1045, 1052 (2d Cir. 1995) (First Amendment considerations limit the reach of the Lanham Act as applied to expressive statements, including those that "advertise" a product (citing *Rogers v. Grimaldi*, 875 F.2d 994 (2nd Cir. 1989)).
2. *Cairns v. Franklin Mint Co.*, 292 F.3d 1139, 1151 (9th Cir. 2002) ("[A] nominative fair use analysis [] replaces the likelihood of customer confusion analysis. . . . The nominative fair use analysis is appropriate where a defendant has used the plaintiff's mark to describe the plaintiff's product, even if the defendant's ultimate goal is to describe his own product.").

Dated: New York, New York
February 25, 2008

Respectfully submitted,

DEBEVOISE & PLIMPTON LLP

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